

STATE PROCUREMENT OFFICE

LEGAL AD DATE: July 26, 2010

INVITATION FOR BIDS
NO. DOFAW-11-H1

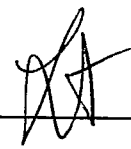
**SEALED OFFERS
FOR
FURNISHING**

**HELICOPTER TRANSPORTATION SERVICE
FOR
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE – ISLAND OF HAWAII**

WILL BE RECEIVED UP TO AND OPENED AT 4:00 P.M. (HST) ON

AUGUST 9, 2010

IN THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE-HAWAII ISLAND OFFICE, 19 EAST KAWILI STREET, HILO, HAWAII 96720. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO ROGER IMOTO, TELEPHONE (808) 974-4221, FACSIMILE (808) 974-4226 OR E-MAIL AT roger.h.imoto@hawaii.gov.



Laura H. Thielen
Procurement Officer,
Department of Land and Natural Resources

IFB-DOFAW-11-H1

Name of Company

**HELICOPTER TRANSPORTATION SERVICE
FOR
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE – ISLAND OF HAWAII
IFB-DOFAW-11-H1**

Department of Land and Natural Resources
Division of Forestry & Wildlife
19 East Kawili Street
Hilo, Hawaii 96720

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto the AG General Conditions, Form AG-008 as revised attached separately; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture

☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

**

Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted to provide Helicopter Transportation Services, as specified herein, for the Division of Forestry and Wildlife, Hawaii District, Department of Land and Natural Resources.

<u>Item</u>	<u>Description</u>	<u>Estimated # of Hours</u>	<u>Unit Price Per Hour</u>	<u>Estimated Total Cost</u>
TYPE OF SERVICE				
<u>4-Passenger Helicopter required to Items 1 and 2:</u>				
1	Passenger & Sling-Load	180 hours	\$ _____	\$ _____
2	Aerial Spraying, Boom type	20 hours	\$ _____	\$ _____

Offeror(s) shall complete the information requested:
(See Section 24.0, PRICE ADJUSTMENTS)

Average Gallon Per Hour (GPH) consumed by helicopters listed herein: _____

Current price per gallon for fuel being charged to the Offeror
Fuel supplier to operate helicopters listed herein: \$ _____

Name of Fuel Supplier: _____

Address: _____

Phone: _____

Contact Name: _____

***Note:** a. Offeror is required to bid on all items or types of helicopter services in order to be considered for award.

b. The unit price per hour shall be the all inclusive cost to the State. See Section 7.2
"Bid Quotation" in Special Provisions, page SP-3

Offeror _____
Name of Company

Offeror is required to provide the following information and/or documents:

1. Type(s) of helicopter(s) to be used:

a. _____

b. _____

2. References: (Provide at least three)

Company

Address

Phone No.

Person to Contact

a. _____

b. _____

c. _____

3. Offeror's office location: _____

Contact person: _____

Telephone No.: _____ Fax No.: _____

4. Insurance company: _____

Contact person/phone no.: _____

5. Copies of the following forms, as required:

_____ Certificate of Insurance issued by the Contractor's insurance company.

_____ DOT Form OST F 4507; Registration, Re-registration & Amendments Under Part 298 of the Economic Regulation of the Civil Aeronautics Board.

_____ DOT Form OST F 4520 and/or DOT Form OST F 4521, OST Form 6410.

_____ FAA Form 8430-21 Rotorcraft External-Load Operation.

_____ FAA Form 8430-21 Commercial Agricultural Aircraft Operation.

_____ FAA Form 8430-18; Air Carrier Operating Certificate.

_____ FAA Form 8400-8; Operations Specifications with the procedures for transporting Hazardous Materials

_____ OAS (Office of Aircraft Services) Pilot Certificate.

_____ OAS Helicopter Certificate.

Offeror _____
Name of Company

SUMMARY OF ACCIDENTS

Offeror shall provide the following information:

In order to be considered for award(s), bidder must provide the following information. The information furnished below will be used to determine the responsibility of the bidder. The safety of the operation under this contract is critical and, therefore, the bidder's ability to perform safely is an important factor in making a determination of the bidder's responsibility.

The Average Frequency Rate for On Demand Air Taxi Operations nationwide, as published by the FAA, will be used as one of the standards to evaluate the bidder's ability to operate safely. The number of hours flown by the bidder will be considered in the evaluation of the bidder's accident frequency rate.

Apparent low bidder(s) may be required to submit a written safety program acceptable to the Procurement Officer and Contract Administrator before award if: a) they were involved in helicopter accident(s) within the last 36 months prior to bid opening or b) if both the Procurement Officer and Contract Administrator determines there are incidents indicating unsafe activity. This safety program, if required, shall outline actions taken or to be taken to assure a safe operation. Bidder(s) will submit this document within five (5) days from the date of State's request. The accepted written safety program will be incorporated into the contract upon award.

Failure to submit an acceptable safety program within the time specified by the Procurement Officer will render the bidder non-responsive and ineligible for contract award. Failure to comply with the safety program will be material nonperformance of the contract and grounds for termination of the contract for default.

1. Summary: (This is for the previous 36 months, or since the time the bidder has been in business if less than 36 months)

(a) Total Flight Hours: _____ (for period: _____)

(b) Total Number of Accidents: (If none, enter NONE.) _____

2. Description of Each Accident: (Provide answers to the following 8 points for each accident. Use separate sheets if there are more than one accident.)

(a) Accident Date: _____

(b) Accident Time: _____

(c) Accident Location: _____

(d) Aircraft Type/No.: _____

(e) Result of Accident: ___injury ___death ___damage

(f) Reported to FAA? _____Yes _____No

(g) Description of Accident: (Use separate sheet. Include mission, cause, and extent of damage.)

(h) Describe the effort taken to eliminate the same kind of accident:
(Use separate sheet.)

NOTE: Failure to submit the required information will render your bid offer non-responsive and your offer will not be considered for award.

Offeror _____
(Name of Company)

9/19/00

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No.: IFB-DOFAW-11-H1

Title of IFB: Helicopter Transportation Service for Department of Land
and Natural Resources, Division of Forestry and Wildlife -
Island of Hawaii

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

SPECIFICATIONS

SCOPE OF WORK

The Contractor shall provide all necessary labor, material, equipment, personnel and supervision to satisfactorily perform helicopter transportation services on the Island of Hawaii and islets around Hawaii where bird sanctuaries are established, as specified herein, exclusive of fire suppression activities, for the Division of Forestry and Wildlife, Department of Land and Natural Resources. All services rendered shall be in strict compliance with all Federal, State and County regulations governing helicopter transportation services and operation.

The following are the principal items of work to be performed:

- A. Helicopter services shall be provided for a twelve-month period beginning September 1, 2010 or the official commencement date on the Notice to Proceed. Upon mutual agreement between the State and the Contractor, prior to the expiration date, the term may be extended for up to two (2) additional twelve-month periods.
- B. The service will be ordered on a "call-as-needed" basis. In general, the service will be of two types:
 - (1) Passenger and sling load;
 - (2) Aerial spraying using boom apparatus, as specified under Helicopter Equipment;
- C. Flight hours: Estimated maximum of 200 hours for the 12-month contract period to be used as follows:
 - (1) Passenger and sling-load service as described herein, estimated 180 hours;
 - (2) Aerial spraying with a boom service as described herein, estimated 20 hours.
- D. Days and time of operation: Usually daylight hours, Monday through Friday but may at times be seven days a week, 24 hours a day availability.
- E. Bases of Operation: The bases of operation will be the Hilo Airport, Hilo, Hawaii; Waimea-Kohala Airport, Waimea, Hawaii; Kona International Airport, Keahole, Hawaii.
- F. List of transport items: (1) State, federal and county government personnel; (2) volunteers; (3) tools, equipment, and supplies; (4) gasoline and lubricants for small motor equipment and/or other like material; (5) herbicides and other pesticides; (6) fence and building materials and supplies; (7) small arm and ammunition; and (8) animals/wildlife.
- G. Ordering services: The State DOES NOT GUARANTEE the placement of any orders for service under this contract. The State will call and order helicopter services. Once the Contractor accepts an order, he/she is obligated to perform in accordance with the terms and conditions stated herein.

- H. Flight orders shall be made and instructions shall be given by the Contract Administrator or his designee, who will coordinate operations with the pilot. The pilot shall function as the Contractor's superintendent unless otherwise notified in writing by the Contractor.
- I. Ordered availability period(s): Helicopter and pilot shall be available when ordered by the Contract Administrator or his designee. Release of the helicopter and/or pilot at the request of the Contractor after a period of availability has begun must be approved by the Contract Administrator or his designee.
- J. The helicopter and pilot shall be ready for takeoff within twenty-four hours after receipt of an order or as agreed to/accepted by the Contract Administrator.
- K. The Contractor must be able to provide one helicopter at any given time configured for appropriate use. Aircraft must be of the McDonnell Douglas 369 a.k.a MD 500 D, E, F, or N series type or equal for all operations.

CONTRACT REQUIREMENTS

- A. Contractors Responsibilities include, but are not limited to, the following:
 - (1) All expenses and fees connected with helicopter operations.
 - (2) Necessary arrangements and/or leases for use of airport facilities including but not limited to landing, tie down's, and hangar fees.
 - (3) All necessary arrangements and landing permits.
 - (4) Any physical loss or damage to the tools, equipment, and supplies during transportation from any cause whatsoever from the time the tools, equipment, and supplies are received until final delivery.
- B. Contractor's Representative. The pilot shall represent the Contractor in all matters except changes in price and time unless the Procurement Officer is notified otherwise, in writing, prior to performance.
- C. Subcontracting. The Contractor shall not subcontract, assign, or transfer any interest in all or any part of the services to be performed under this contract without written approval of the Procurement Officer.

HELICOPTER REQUIREMENTS

- A. Helicopter General. The 4-passenger helicopter shall have standard airworthiness certificates. The installation of any special equipment specified in this contract shall be approved by the FAA.
 - (1) The helicopter shall be a McDonnell Douglas 369, a.k.a. MD 500 series, D, E, F, or N model type helicopter, except where allowed for in Service Type Helicopter Requirements below.

- (2) The helicopter(s) shall have a standard airworthiness certificate. The installation of any special equipment specified in this contract shall be approved by FAA.
- (3) The helicopter(s) must meet FAA requirements for day and night Visual Flight Rules (VFR). Also it must be equipped and operated in compliance with the State of Hawaii requirements and FARs 91, 133, 135, and 137.
- (4) The Contractor shall be certified under FAR 14 CFR Part 133, External Load Operations.
- (5) The helicopter(s) shall be OAS (USDI) or Aviation Management (USDA Forest Service) certified and qualified. Evidence of certification will be required. In the event the Contractor does not have current certification, but is in the process of obtaining it, the following conditions are imposed:
 - (a) Evidence that the certification process is in progress must be shown.
 - (b) No flight will be authorized until certification is obtained. If the Contractor does not provide the certification within two months of contract award, the contract shall be canceled.

B. Helicopter Equipment. The helicopter shall be configured with the equipment required by FARs and approved for make and model furnished. In addition, the following equipment/capabilities are required for all flights:

- (1) One Emergency Locator Transmitter (ELT), meeting either TSO C-91 (ELT/AP) or TSO C-91a (fixed) specifications shall be installed.
- (2) GPS (global positioning system), helicopter mounted with the exception of the heavy-lift aircraft.
- (3) High or Extended Skid type landing gear.
- (4) One flight meter (Hobbs Model M-1-69 or equivalent) recording in hours and tenths, and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only.
- (5) Intercom system allowing two-way communication among all passengers and the pilot available at all passenger seats
- (6) VHF-FM radio communication system capable of accessing government frequencies.
- (7) Fire extinguisher(s) as required by FAR Part 135 shall contain Halon 1211 or equal and be mounted in accordance with applicable FARs.
- (8) FAA approved flotation devices must be available for use as required when flying over water.

- C. Service Type Helicopter Requirements. The following are additional, type-specific helicopter equipment requirements for the specified types of service:

(1) Combined Type

a. Passenger and sling load

- (i) Four-passenger minimum seating capacity with certified seat belts: (a) One set of individual lap belts for each occupant, and (b) FM-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick release mechanism.
- (ii) Sling load capability. Cargo hook should have a 1,200 lbs. minimum lift capacity.
- (iii) At least one convex mirror for observation of sling loads and landing gear.
- (iv) One-hundred foot cargo lead-line and swivel hook capability with 1,200-pound lift capacity. Lead-line must meet the following requirements: (I) Rotation-resistant wire rope with swaged fittings rated in accordance with ANSI standards; and (II) Fabrication and installation methods shall be in accordance with aircraft and ANSI standards.
- (v) Substitution of a larger aircraft will be allowed under this type of flying, subject to meeting all of the requirements specified in Helicopter General and Helicopter Equipment above. Substitution of aircraft will be with the mutual concurrence of both Contractor and the Contract Administrator.

b. Reconnaissance

- (i) Four passenger minimum seating capacity with certified seat belts: (a) One set of individual lap belts for each occupant, and (b) FM-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick release mechanism.
- (ii) Substitution of a larger aircraft, at no additional cost to the State, will be allowed under this type of flying. Substitute aircraft shall meet all of the requirements specified in Helicopter General and Helicopter Equipment above. Substitution of aircraft will be with the mutual concurrence of both Contractor and the Contract Administrator.

c. Aerial shooting

- (i) Four passenger minimum seating capacity with certified seat belts: (a) One minimum set of individual lap belts for each occupant, and (b) FM-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick release mechanism.
- (ii) Intercom system with local communication capability available at all passenger seats.

d. Aerial Spraying/Boom-type apparatus

- (i) FAA approved boom-type aerial spraying apparatus, including holding tank, power source, aircraft-affixed boom(s), and all other fittings and equipment to perform aerial spraying operations.

D. Helicopter Maintenance.

- (1) Helicopters shall be operated and maintained in accordance with applicable FARs and the manufacturer's recommendations.
- (2) Fuel shall pass through a filtering system in accordance with the filter manufacturer's recommendations.
- (3) Contractor must be able to provide on-site fueling capabilities and/or must be able to turn-around and resume flight operations within one-half hour (1/2 hour) after breaking for fuel, unless otherwise agreed to by the Contract Administrator.

E. Other Helicopter Certificates.

Helicopter transportation service requires Contractor's helicopter(s) to carry all classes, including hazardous materials. In addition, the carrier must be approved by the FAA to transport hazardous material. A copy of the Air Carrier Operations Certificate (FAA Form 8430-18) with the Operations Specifications (FAA Form 8400-8 formerly FAA Form 1014 and 8400-7) must be submitted with bid. Should the Contractor surrender his/her certificate or should FAA suspend or revoke his/her certificate, this contract shall become null and void effective with the date of the loss of such certificate, without payment of any indemnity.

CONTRACTOR PERSONNEL: PILOT REQUIREMENTS/QUALIFICATIONS

- A. Pilot shall be OAS or Aviation Management (USDA Forest Service) certified and qualified. Evidence of certification will be required. In the event the Contractor does not have current certification but, is in the process of obtaining it, the following conditions are imposed:
 - (1) Evidence that the certification process is in progress must be shown.

- (2) No flying will be authorized until certification is obtained and if certification is not obtained within four months of contract award, the contract shall be canceled.

B. Pilot shall have, at a minimum, the following OAS or Aviation Management equivalent special use certifications, by type of service:

Passenger and Sling:	1A	Sling
	1H	Short-Haul Helicopter
	1L	Longline/Remote Hook
	4A	Any Takeoff or Landing Requiring Special Pilot Techniques Due to Terrain, Obstacles, and Surface Conditions
	5F	Mountain flying
Reconnaissance:	6R	Reconnaissance - Low Level, Within 500' of Surface
Aerial Spraying:	No additional requirement	
Aerial Shooting:	6T	Animal Eradication and Tagging

C. Each pilot shall display upon demand:

- (1) Commercial or Airline Transport Pilot Certificate with appropriate rating (Rotocraft-Helicopter) and a valid Class I or Class II FM medical certificate.
- (2) Written evidence of qualification to transport external loads for any of the following types of service being performed by the pilot: a) Passenger and sling load; 2) Aerial spraying.
- (3) Written evidence of passing an FM annual flight check as required by FAR, Part 135, in the helicopter make and model furnished.
- (4) Written evidence of qualification to conduct aerial shooting missions using a trained gunner and spotter.

D. Pilot must speak English fluently.

E. Pilot shall have accumulated, as Pilot-in-Command, the minimum flight times of 1,500 hours and 100 hours in the preceding 12 months.

F. Pilot shall display evidence of experience in using all equipment specifically identified herein. Pilot may be required to demonstrate proficiency with the equipment during an OAS or Aviation Management evaluation.

G. Pilot authority and responsibility.

- (1) The pilot is responsible for operating the aircraft within its limits, responsible for safety of the aircraft, its occupants, and cargo and shall

comply with the directions of the Contract Administrator, except when his/her judgment with such compliance will be a violation of applicable Federal or State regulations, or contracting provisions. The pilot shall refuse any operation considered hazardous or unsafe.

- 2) The pilot shall not permit any passenger to ride in the helicopter or any cargo to be loaded therein unless authorized by the Contract Administrator.
- H. The pilot will be limited to the following tours of duty and flight hours. All revenue-producing flying time, whether under this contract or not, will count toward the limitations.
- (1) Flight time shall not exceed a total of 8 hours per day.
 - (2) Flight time shall not exceed a total of 42 hours in any 6 consecutive days.
 - (3) Pilot accumulating 36 or more hours of flying in any 6 consecutive days shall be off duty the seventh day.
 - (4) Within any 24-hour period, the pilot shall have a minimum of 10 consecutive hours off duty immediately prior to the beginning of any duty day. Travel, not local in nature, may be counted as duty time.
 - (5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.
 - (6) During any 14 consecutive days, the pilot shall be off duty for 2 full calendar days. Days off duty need not be consecutive.
- I. The following personal safety equipment shall be worn by the pilot, be operable, and maintained in good repair and be required on all flights.
- (1) An aviator's protective helmet with chin strap fastened (no chin cups allowed) whenever the helicopter is in flight. The helmet shall be fitted to the individual and shall cover the head, ears, and back of the neck.
 - (2) A long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramide material or equal; leather foot wear; and leather or polyamide or aramide gloves. The pilot shall not wear clothing made of synthetic material except the fire-resistant closing as described herein.

ADDITIONAL CONTRACTOR REQUIREMENTS

Substitution of Helicopter and/or Pilot. The Contractor may substitute or replace aircraft and personnel meeting contract requirements only after receipt of written approval from the Procurement Officer. Request for substitution shall be made at least ten days prior to the proposed exchange, except for unforeseen circumstances.

Special Safety Requirements. In order to protect life and health and to prevent damage, the Contractor will use due diligence in preventing accidents and will comply with applicable Federal and State laws.

Safety and Accident Prevention. Safety of ground and flight operations are paramount when conducted in the performance of this contract. The Contractor shall advise the Procurement Officer of any incidents and accidents occurring within any company operations, whether under this contract or not, during the contract period.

Following the occurrence of any incident or accident, the Procurement Officer will evaluate such incident and accident for cause. If the evaluation determines that the cause is based on violation or noncompliance with FARs applicable to the Contractor's operations, company policy, procedures, practices or programs that contribute to safety of operations or negligence on the part of the company officers or employees, the occurrence of the incident or accident may constitute default in the performance of the contract. A finding of default under the above cited conditions shall entitle the Procurement Officer to exercise the right to terminate the contract.

The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When, in the sole judgment of the Procurement Officer, the programs will not adequately promote the safety of operations, the State may terminate the contract for default.

FLIGHT HOURS (ESTIMATED) BY PROGRAM & TYPE

For the Period:
September 1, 2010 through August 31, 2011

Division of Forestry and Wildlife
Hawaii Branch

<u>Type</u>	<u>Forestry</u>	<u>Wildlife</u>	<u>N.A.R.S.</u>	<u>Na Ala Hele</u>	<u>Total by Type</u>
Passenger & Sling/ Reconnaissance/ Aerial Shooting	32	64	48	36	180
Aerial Spraying Boom type			20		20
Total by Program:	32	64	68	36	180

SPECIAL PROVISIONS

1.0 TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Department of Land and Natural Resources.
State	=	All agencies, including schools, participating in this agreement.
DLNR	=	Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street, Honolulu, Hawaii 96813.
DOFAW	=	The Division of Forestry and Wildlife, within the Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a proposal for the good, service, or construction contemplated.
CA	=	Contract Administrator
FAA	=	Federal Aviation Administration
FAR	=	Federal Aviation Regulation
OAS	=	Office of Aircraft Services
USDA	=	United States Department of Agriculture
USDI	=	United States Department of Interior
GET	=	General Excise Tax
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids

2.0 SCOPE

The furnishing of Helicopter Transportation Service for the Division of Forestry and Wildlife – Hawaii District, Department of Land and Natural Resources, shall be in accordance with these Special Provisions, the attached Specifications, the SPO General Provisions and the AG's General Conditions, Form AG-008 Rev. 11/3/2006.

3.0 CONTRACT ADMINISTRATOR

For the purpose of this contract, Mr. Roger Imoto, or designee, is designated Contract Administrator (CA). The telephone number at which he may be reached is (808) 974-4221, facsimile (808) 974-4226, e-mail: roger.h.imoto@hawaii.gov.

4.0 ELECTRONIC PROCUREMENT

This solicitation is not an Electronic Procurement.

5.0 SUBMISSION OF OFFER

Offers shall be received at the Department of Land and Natural Resources, Division of Forestry and Wildlife, 19 East Kawili Street, Hilo, HI 96720, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the Division of Forestry & Wildlife time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS deliveries may not be timely. This may cause a delay in receipt by the Solicitor and the offer may reach the Solicitor after the deadline, resulting in automatic rejection.

An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected.

5.1 Submission of Offers by Facsimile or Electronic Mail

An Offeror may choose to submit an offer for this solicitation by facsimile or electronic mail under the following conditions:

1. The facsimile or the electronically submitted offer is received at the Division of Forestry and Wildlife by the time and date set for the receipt of offers;
2. The facsimile or the electronically submitted offer contains:
 - a. The identification number of the IFB;
 - b. The item;
 - c. The quantity;
 - d. The price for the offer;
 - e. All pages of the offer requiring an original signature;
 - f. The bid bond, if required; and
 - g. A signed statement that the offeror agrees to all the terms, conditions, and provisions of the IFB.

These requirements may be met by faxing or electronically submitting a fully-completed Offer Form.

If the facsimile or electronically submitted offer is the lowest responsive bid, the Offeror must submit the complete original offer so that it is received within five (5) working days from the notification of intent to award. If the Offeror fails to comply with this requirement, the procurement officer has the option to reject the facsimile or electronically submitted offer.

6.0 BIDDER QUALIFICATIONS

Bidders shall meet the following qualifications. Failure to do so shall be sufficient cause to reject bidder's offer.

- (1) Bidder must at the time of bidding and continue to hold during the contract period, a valid FAA Air Carrier Operating Certificate (FAA Form 8430-18) with operations Specifications (FAA Form 8400-8) along with other forms listed under Item 5 of Offer Form page OF-3 authorizing helicopter use as described herein.
- (2) Bidder shall provide whatever necessary documents and certificates required in determining his/her technical ability to perform the services specified herein. See

SPECIFICATIONS for required certifications, licenses, documents, etc. to perform services as specified.

The Contractor and/or Contractor's operator(s) may be required to furnish evidence of this ability to assure that the types and/or quantities of helicopter and helicopter equipment to perform in accordance with the specifications and will be available and properly maintained.

The Procurement Officer may reject any offer or who, in his opinion, cannot perform all of the required in the specifications and special provisions.

Bidder must have an office located on the island of Hawaii where he/she carries on his/her business and where he/she will be accessible to telephone calls for complains or requests that need immediate attention.

The State reserves the right to inspect bidders' facilities to determine acceptability under these requirements. Failure on the part of a bidder to meet these requirements shall be cause for rejection of his/her bid.

7.0 BID PREPARATION

7.1 Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. If unsigned or the affixed signature is a photocopy, the offer shall be automatically rejected unless accompanied by other material containing an original signature indicating Offeror's intent to be bound. The signed Offer Form page OF-1 shall indicate Offeror's intent to be bound.

7.2 Bid Quotation. Offeror shall furnish hourly rates for helicopter service(s) listed herein. Bid prices shall include but not be limited to all equipment, services, personnel, all applicable taxes, and all expenses incurred to perform the services required herein. The bid prices shall be the all inclusive cost to the State and no other charges will be honored. Submission of bid shall be evidence that the Offeror understands and will comply with the specifications and special provisions herein and the General Conditions, included by reference.

7.3 Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET either at the current 4% rate for work done on all islands except Oahu or at the 4.5% rate for work done on the island of Oahu only. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

7.4 References. Bidder shall furnish on the Offer Form the names and addresses of at least three (3) companies or government agencies that bidder has provided or is currently providing identical or similar items as specified herein. The State reserves the right to contact the listed references to inquire about the bidder's performance.

7.5 Insurance. Offeror shall provide insurance information as requested on the appropriate Offer Form page(s).

7.6 Wage Certificate. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to § 103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required.

7.7 Miscellaneous Information. The bidder must submit the following information in the spaces provided on the Offer Form.

- (1) Type(s) of helicopter(s) to be used in providing the required services.
- (2) List at least three references for which bidder has a furnished helicopter transportation services. The State reserves the right to contact any of the references to inquire about the bidder's performance.
- (3) Office location, telephone number, and names of persons to be contacted by the State, when necessary, for complaints or requests that need immediate attention.

8.0 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Proof of compliance may be demonstrated by furnishing the following hard-copy documents: 1) Tax Clearance Certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service, with an original green certified copy stamp and not over six (6) months old; 2) Certificate of Compliance with Section 3-122-112 (HAR), issued by the Hawaii State Department of Labor and Industrial Relations, not over six (6) months old; and 3) Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs Business Registration Division, not over six months old. Please contact the appropriate State Department for instructions on how to obtain these certificates.

As an alternative, proof of compliance may be demonstrated through registration with Hawaii Compliance Express. Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to

participate in the HCE program will be required to provide the paper certificates as outlined above.

9.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

10.0 WRITTEN INQUIRIES

Inquiries regarding this solicitation are due and must be received on or before August 2, 2010. Inquiries shall be made in writing, either via U.S. Postal Service, facsimile (808) 974-4226, or e-mail to: roger.h.imoto@hawaii.gov.

Responses to written inquiries shall be made by way of Addendum. Addendum shall be issued at least two (2) working days prior to proposal opening date.

11.0 ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period.

12.0 AWARD OF CONTRACT

12.1 Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest estimated total bid price (items 1 and 2).

To be considered for award, the bidder is required to bid on all items listed on Offer Form page OF-2.

12.2 Responsibility of Lowest Responsive Bidder. Reference § 3-122-112, HAR and Responsibility of Offerors section above. If compliance documents have not been submitted to DLNR/DOFAW prior to award, the lowest responsive offeror shall produce documents to the contract administrator to demonstrate compliance with this section.

12.3 Timely Submission of All Certificates. The compliance documents should be applied for and submitted to DLNR/DOFAW as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

12.4 Posting. A Notice of Award will be posted on the bulletin board in the DOFAW office and posted on the State Procurement Office website within sixty (60) days of the IFB close date. Bids shall remain valid through this sixty-day period.

13.0 TERM OF CONTRACT

The term of contract shall be for the twelve month period commencing from the official date on the Notice to Proceed but no earlier than September 1, 2010.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional twelve month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

14.0 CONTRACT EXECUTION

NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror. Upon execution of the contract by all parties, a Notice to Proceed will be issued.

If the option to extend for each additional twelve-month period or portions thereof is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. The Contractor or the State may terminate the extended contract upon sixty (60) days written notice.

15.0 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the official commencement date.

16.0 STATE'S COMMITMENT

In return for the prices submitted, the Department of Land and Natural Resources, Division of Forestry and Wildlife, Hawaii District shall order their helicopter services from the successful low bidder.

It is provided, however, when the type of services required by the agency are not available from the successful low bidder, an exception to this commitment may be granted to the agency by the Contract Administrator upon consultation with the State Procurement Office.

17.0 INVOICING

For helicopter services provided on an hourly basis, the Contractor shall be compensated for the actual helicopter time-in-service, which is defined as flight time in accordance with FAR, and not engine run time. The times are to be reported to the nearest tenth of an hour. The invoice shall contain flight times in number of hours with flight dates and destinations and shall reflect the contracted price per hour.

In case of substitution of aircraft, the invoice shall reflect the contracted price per hour for the size helicopter that was reserved (and not the rate for the size helicopter delivered), unless the Contractor received written approval in advance for payment at a different rate.

The Contractor shall submit original and three copies of the invoice to the following address:

Division of Forestry and Wildlife
Department of Land and Natural Resources
P.O. Box 4849
Hilo, HI 96720

The invoice should reference both the contract number and the IFB number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the form is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" under the "Quick Links" section of the homepage. Alternately, a "Certificate of Compliance" issued by the Hawaii Compliance Express shall be acceptable for this requirement.

18.0 PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by § 103-10, HRS.

The State will not recognize any requirements established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

19.0 LIQUIDATED DAMAGES

Refer to the General Conditions, Form AG-008 as revised. It is mutually understood that failure on the part of the Contractor to complete the services specified herein even for a single day will result in damages to the State which are difficult to ascertain or prove. Liquidated damages is

fixed at the sum of SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor. Liquidated damages reflect an estimate of damages suffered by the State and are not a penalty.

20.0 NON-PERFORMANCE

The Contractor shall notify the Contract Administrator of any 30-minute variance from the planned service schedule. The Contractor may be assessed \$50.00 for failure to notify the Contract Administrator of the delay.

The Contractor shall notify the Contract Administrator of any cancellation or substitution no less than 48 hours in advance of the helicopter reservation. The Contractor may be assessed liquidated damages in the amount of \$750.00 per event for failure to notify the Contract Administrator 48 hours in advance.

Except for weather or other causes beyond the control of the Contractor, the minimum level of acceptable performance is 100%.

21.0 AUTHORITY OF THE STATE

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious, or characterized by abuse of discretion.

22.0 LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

Coverage

Limits

Commercial General Liability

\$2,000,000 combined single limit

(Occurrence Form)

per occurrence for bodily injury
and property damage

Aviation Aircraft Liability

\$5,000,000 combined single limit
per occurrence for bodily injury
and property damage

Each insurance policy required by the contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Honolulu, HI 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

23.0 PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

24.0 FUEL OIL PRICE ADJUSTMENT

The unit price per hour shall be modified based on the difference of the average hourly cost of fuel for the first eight (8) months of the contract compared to the average hourly cost of fuel for

the past eight months period at the start of the contract period and contract extensions. The Contractor shall provide documentation to validate fuel costs including average gallons of fuel consumed per hour of flight time.

The following formula will be used to calculate the change in unit price per hour and offers who fail to complete the information requested on OFFER FORM page OF-2 shall not be allowed to request for price adjustments.

Price adjustments will be limited only to change in the cost of fuel only. Requests for increases resulting from increased gallons of fuel consumed per hour or any other miscellaneous increases shall not be accepted unless approved by Chair of the Department of Land and Natural Resources.

$$[(N - O)] \times W \times C = L$$

$$R = X + L$$

Whereby,

- N = New average price per gallon provided by the Contractor based on average price per gallon for consecutive eight (8) month period(s) starting from the initial contract start date listed on the Notice to Proceed and contract extensions,
- O = Initial price per gallon established at contract start date and/or current price per gallon thereafter,
- W = Gallons of fuel consumed per hour on OFFER page OF-2 (remains unchanged for duration of the contract and extensions)
- C = One (1) Hour Flight Time
- L = Dollar amount of increase to be added to unit price per Hour.
- R = New unit price per hour
- X = Current unit price per hour

The Contractor shall submit, on a timely basis, to the Contract Administrator, written documentation from its fuel supplier substantiating the adjustment. Failure to submit price adjustment increases on a timely basis may result in rejection of the price adjustment.

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

25.0 SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

26.0 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

27.0 REMOVAL OR REASSIGNMENT OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove or reassign any of its employees from services rendered and to be rendered to the State upon request in writing from the procurement officer. The Procurement Officer may suspend any pilot who flies recklessly, does ineffective work, exhibits fatigue or conduct detrimental to the purpose for which contracted.

28.0 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract on the State Procurement Office website.

Any protest pursuant to §103D-701, HRS, and §3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.

29.0 ADDITIONAL CONDITIONS

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.